



FOR CLERK USE ONLY

City Council

Item No. 9

CITY COUNCIL AGENDA
FACT SHEET

Community Services

Department

February 2, 2010

Requested Date

1. Request:

Council Approval

☒Information Only/
Presentation☐

Other (specify)

☐

Hearing

☐

2. Requested Action:

Authorize City Manager to sign contract renewal with Innovative Interfaces for Library Software and Hardware Maintenance.

3. Fiscal Impact:

Revenue:

Increase

☐

Source:

Decrease

☐

Amount:

\$

Cost:

Increase

☐

Source:

Budgeted

Decrease

☐

Amount:

\$11364

Does Not Apply

☒

4. Reviewed By:

Finance Dept. on

By:

Comments:

City Attorney on

By:

Comments:

Note: Back up must be submitted along with this form. Deadline is 5:00 p.m., 2 Fridays before the scheduled meeting date.

CLERK USE ONLY:

CITY COUNCIL DATE:

Action

☐

Filing

☐

Consent

☐

Presentation

☐

Hearing

☐

Other(specify)

☐

Reviewed by: City Clerk

City Manager

Date

Date

CITY COUNCIL AGENDA REPORT

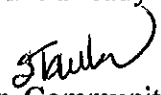
SUBJECT: Innovative Interfaces Library Software and Hardware Maintenance Contract

AGENDA DATE: February 2, 2010

APPROVED FOR AGENDA BY: Victor M. Carrillo, City Manager

RECOMMENDATION: Authorize City Manager to sign contract renewal

FISCAL IMPACT: \$11,364 (amount already budgeted)

PREPARED BY:  Sandra Tauler, Community Services Director

APPROVED BACKGROUND INFORMATION: (Prior action/information)

DISCUSSION (Current consideration) The Library's automation system requires a maintenance contract. This maintenance contract is up for renewal once a year. Staff recommends that City Manager Victor Carrillo be authorized to sign the maintenance contract renewal.

Agenda Item No. _____

Page _____ **of** _____

Innovative interfaces

HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware"), and the B321 barcode reader if applicable.
- b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.
- c) The term of this Agreement is for the period January 1, 2010 through December 31, 2010 at \$11,364 per annum¹, in advance. If the Library chooses to pay semi-annually, quarterly or monthly, a percentage of the total annual maintenance amount will be added as an administrative fee as follows:

Payment Semi-annually	3%
Payment Quarterly	5%
Payment Monthly	10%

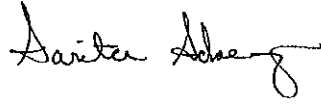
- d) Future maintenance charges may be subject to a price increase, which amount is not to exceed five (5%) percent per year of the yearly maintenance amount.
- e) The Library must provide direct network Internet access to the System; this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces' expense.
- f) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.
- g) If the Library adds any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces' then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- h) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.

- i) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.
- j) Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces' then current maintenance rates.
- k) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- l) The Software shall be operated as the exclusive application on the purchased Hardware
- m) If the Library decides to cancel the Agreement, Innovative Interfaces must be notified at least 90 days prior to the cancellation date.

CAMARENA MEMORIAL LIBRARY [CAMAR]

By: _____
Name:
Title:
Date:

INNOVATIVE INTERFACES, INC.

By: 
Name: Sarita Sdoeung
Title: Invoicing Specialist
Date: January 14, 2010

¹ This amount is excluded of taxes. The Library will be responsible for all applicable taxes.